

## INTERLOCAL AGREEMENT

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Storey, a political subdivision of the State of Nevada, hereinafter "Storey," and Washoe County, a political subdivision of the State of Nevada, through its Human Services Agency, hereinafter "Washoe":

### WITNESSETH

WHEREAS, Storey desires to furnish meals to its senior citizens in the River District area which is close to Sparks and Reno, and

WHEREAS, Washoe has the closest kitchen to furnish said meals and is willing to do so with conditions.

WHEREAS, NRS 227.180 authorized public agencies to contract with one another to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Storey and Washoe are public agencies within the meaning of the NRS 277.180;

NOW THEREFORE, in consideration of the aforesaid premises, and the good and valuable consideration, Storey and Washoe mutually agree as follows:

- A. Storey agrees to purchase an average of twenty (20) or more meals per day over a five-day week, Monday through Friday, from Washoe.
- B. Storey agrees to pay the current rate Washoe has negotiated in their Food Management Services agreement. The rate effective July 1, 2014 is three dollars and 676 hundredths cent (\$3.676) per meal. Washoe will notify Storey in writing if there is a future rate increase or decrease and will provide a minimum of thirty (30) calendar days notice before the new rate will take effect.
- C. Storey guarantees funding will come from Storey County.
- D. Washoe agrees to furnish said number of meals or more per day for said price.
- E. Washoe agrees to deliver the meals to the Rainbow Bend Clubhouse, 500 Bleu de Clair, Sparks, Nevada, 89434, and to qualified homebound persons over sixty (60) years of age who live in the River District area.
- F. This agreement shall not become effective until and unless ratified and approved by both Washoe and Storey.
- G. The term period of the contract is from October 1, 2017 through September 30, 2019.

- H. All written notices of termination or potential termination of this agreement shall be delivered to the following persons via U.S. mail at the addresses shown and shall be deemed received three days after they are sent.

**Storey County**

**County Commissioners  
P.O. Box D  
Virginia City, NV 89440**

**Washoe County**

**Amber Howell, Director  
Washoe County Human Services Agency  
1155 E. 9<sup>th</sup> St.  
Reno, NV 89512**

- J. Neither party shall assign, transfer, nor delegate any of their rights, obligations, or duties under this Agreement without the prior written consent of the other party.
- K. In the event that the governing body appropriating funds for Storey or Washoe fails to obligate the funds necessary to make payments or provide services beyond Storey or Washoe's then current fiscal period, this Agreement shall be terminated without penalty, charge, or sanction.
- L. Either party may terminate this Agreement by giving the other party written notice of intent to terminate. The notice must specify a day upon which the termination will be effective, which date may not be less than thirty (30) calendar days from the date of the mailing notice.
- M. To the extent allowed by law, Storey agrees to indemnify, save, and hold harmless Washoe from any and all claims, causes of action or liability arising from any negligent act, failure to act, error or omission in the performance of this Agreement by Storey or its agents or employees. Similarly, to the extent allowed by law, Washoe agrees to indemnify, save, and hold harmless Storey from any and all claims, causes of action or liability arising from any negligent act, failure to act, error or omission in the performance of this Agreement by Washoe or its agents or employees.
- N. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement. Any action arising out of or relating to this Agreement shall be commenced in Washoe County.
- O. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
- P. This Agreement constitutes the full and final agreement between the parties and supersedes any previous agreement. This Agreement shall not be modified unless in writing and signed by both parties.

Q. It is not intended, and this Agreement shall not be construed, to provide any entity or person not a party to this Agreement with any benefits or to obligate the parties to this Agreement to any entity or persons not a party to this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman  
Storey County Commission

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Storey County Clerk

Approved as to form:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman  
Washoe County Commission

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Washoe County Clerk